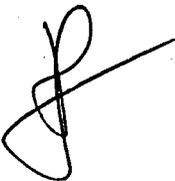


PDBBS 736 AFR/RJ

A.I.D. Project No. 696-0130
Dollar Appropriation: 72-1191014
Budget Plan Code: GSSA-89-21696-KG63
Project Grant Agreement No. 696-0130-G-SS-9011-00

PROJECT GRANT AGREEMENT
BETWEEN
THE REPUBLIC OF RWANDA
AND
THE UNITED STATES OF AMERICA
FOR
THE PROGRAM DEVELOPMENT AND SUPPORT PROJECT

DATED: AUG 22 1989



LIMITED SCOPE PROJECT GRANT AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA, ACTING THROUGH
THE AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)

AND

THE GOVERNMENT OF THE REPUBLIC OF RWANDA (GRANTEE), ACTING THROUGH
MINISTRY OF FOREIGN AFFAIRS AND INTERNATIONAL COOPERATION

1. Project Title:
Program Development and
Support (PD&S)

2. USAID Project Number:
696-0130

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

3. Amount of USAID Grant

\$49,881

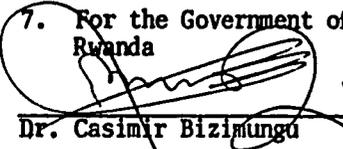
**4. Project Assistance
Completion Date**

~~8/22/89~~ 8/22/89

5. Limited Scope Agreement No. ~~696-0130-SS-9011-00~~ 696-0130-SS-9011-00

6. This agreement consists of this title page, Annex A, entitled, "Project Description," and Annex B, entitled, "Project Grant Standard Provisions Annex."

**7. For the Government of
Rwanda**


Dr. Casimir Bizimungu

Title: Minister of Foreign
Affairs and International
Cooperation

Date:

August 22, 1989

**8. For the Agency for International
Development**


James A. Graham

USAID Director

Date:

AUG 22 1989

9. Fiscal Data

Appropriation: 72-1191014
Budget Plan Code: GSSA-89-21696-KG63
Allowance: 914-52-696-00-61-91
Reservation Control No. R290026
Amount: \$49,881.00

PROJECT AGREEMENT

ANNEX A

PROJECT DESCRIPTION

-
1. Project Title: Program Development and Support (PD&S) 2. USAID Project Number: 696-0130
-

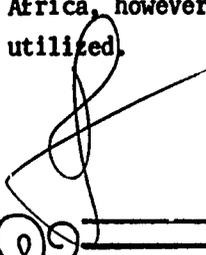
3. Activity Description

The purpose of the Program Development and Support Project is to finance costs related to the formulation and review of the A.I.D. financed activities in Rwanda. Funds will be disbursed in the following order of priority:

- (A) special studies related to development of sector and A.I.D. program strategies;
- (B) project development, feasibility studies, operational research and testing of hypotheses leading to final design of programs and projects, assessment of program impact and A.I.D. priorities;
- (C) project evaluation and financial management or audit activities not otherwise budgeted within projects, including development of monitoring, evaluation, data collection and accounting systems; and
- (D) special purpose activities such as seminars workshops, economic or statistical studies, and termination costs or residual support for terminating projects.

4. Source and Origin of Goods and Services

Source and origin of commodities and nationality of services is Code 935 countries in accordance with the special rules for the Development Fund for Africa, however to the extent practicable Code 000 procurement will be utilized.



5. Procedures for Implementation

A. In order to earmark and commit these funds USAID will issue from time-to-time project implementation documents to engage services of qualified persons or firms to assist in the studies and analysis required to achieve the project purpose.

B. In order to keep the Grantee fully informed of the activities and progress of the activities of this project, USAID will provide annual financial reports and copies of the studies financed hereunder to the Representative of the Government designated on the title page, and periodically hold consultations at the request of either party.

C. U.S.A.I.D. and the Government of Rwanda will consult with each other prior to committing funds under this project. Commitment documents will be jointly signed by U.S.A.I.D and the Government of Rwanda.

6. Financial Plan

USAID will use funds to finance costs related to the formulation and review of AID-financed activities described in Annex A, Paragraph 3, Activity Description.

USAID will obtain written agreement of the Government of Rwanda if funds are utilized for purposes other than those indicated below.

7. Designated Representatives

For all purposes relevant to this agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of Plan and USAID will be represented by the individual holding or acting in the office of the USAID Director/Rwanda, each of whom, by written notice, may designate additional representatives for all purposes other than revising the elements of the project description in paragraph 3 above.

8. Language of Agreement

This agreement is prepared in both English and French. In the event of ambiguity or conflict between the two versions, the English language version will control.

ANNEX B

PROJECT AGREEMENT

PROAG STANDARD PROVISIONS ANNEX

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 further be 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

AID 1350-17D (5-79)

BEST AVAILABLE DOCUMENT

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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 this 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 and members of their families (not including such personal or household goods as may be used 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.

AID 1330-17D (5-79)

BEST AVAILABLE DOCUMENT

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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 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 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 AID financed in whole or in part out of funds granted by AID under this Agreement.