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A.I.D. LOAN NO. 497-T-086
A.I.D. PROJECT NO. 497-0342

LOAN & L/G
AGREEMENT
FM/LMD
FM/BFD
FM/CAD
ASIA/DESK
GC/ASIA
PPC/E/DIU ACQ. (3)
ASIA/PD/FILES ✓

PROJECT

LOAN AGREEMENT

BETWEEN

THE REPUBLIC OF INDONESIA

AND THE

UNITED STATES OF AMERICA

FOR

AGRICULTURAL PLANNING

Dated: April 30, 1984

PROJECT LOAN AGREEMENT

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PROJECT LOAN AGREEMENT

Dated: April 30, 1984

Between

The Republic of Indonesia ("Borrower")

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 Borrower 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 I, is designed to assist the Borrower to improve and institutionalise, at the national and provincial level, its capacity for agricultural policy analysis and planning, and the formulation of agricultural programs and projects. Annex I, 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 I may be

changed by written agreement of the authorized representatives of the Parties named in Section 9.2, without formal amendment of this Agreement.

Article 3. Financing.

SECTION 3.1. The Loan. To assist the Borrower to meet the costs of carrying out the Project, A.I.D. pursuant to the Foreign Assistance Act of 1961, as amended, agrees to lend the Borrower under the terms of this Agreement not to exceed Six Million United States ("U.S.") Dollars (\$6,000,000) to support the Project. The aggregate amount of disbursements under the Loan is referred to as "Principal".

The Loan may be used to finance foreign exchange costs, as defined in Section 7.1., and local currency costs, as defined in Section 7.2., of goods and services required for the Project.

SECTION 3.2. Borrower Resources for the Project.

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

(b) The resources provided by the Borrower for the Project will be not less than the equivalent of U.S. \$3,900,000, including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is June 30, 1989, or such other date as the Parties may agree to in

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writing, is the date by which the Parties estimate that all services financed under the Loan will have been performed and all goods financed under the Loan 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 Loan 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 8.1 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 Borrower, may at any time or times reduce the amount of the Loan 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. Loan Terms.

SECTION 4.1. Interest. The borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid

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interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5.) of each respective disbursement, and will be payable semiannually. The first payment of interest will be payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

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SECTION 4.5. Renegotiation of Terms. (a) The Borrower and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of the Republic of Indonesia, which enable the Borrower to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 9.2, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.2, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of borrower's Minister of Finance in the Republic of Indonesia.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

Article 5. Conditions Precedent to Disbursement.

SECTION 5.1. First Disbursement. Prior to the first disbursement under the Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower 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) An opinion of the Minister of Justice of the Borrower that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms; and

(b) A statement of the name of the person holding or acting in the Office of the Borrower specified in Section 9.2; and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 5.2. Conditions Precedent to Disbursement for Project Activities Other than Technical Assistance and Training. Prior to disbursement under the Loan, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made for project activities other than technical assistance and training, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish in form and substance acceptable to A.I.D.:

(a) evidence that a Project Steering Committee has been formed and naming its member representatives from the MOA Bureau of Planning, Center for Agro-Economic Research, Center for Agricultural Data Processing, and from the Minister of Agriculture's Expert Staff, and the Directorates General, and

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(b) evidence that a Policy Analysis Working Group has been formed and naming its member representatives from the MOA Bureau of Planning, Directorates General, the Center for Agro-Economic Research and other government agencies the Ministry may appoint.

SECTION 5.3. Condition Precedent to Disbursement for Training Activities. Prior to disbursement under the Loan, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made for training activities, the Borrower shall except as A.I.D. may otherwise agree in writing, furnish in form and substance acceptable to A.I.D.: evidence that criteria have been determined for the selection of trainees and that a workplan has been created to implement the selection process.

SECTION 5.4 Conditions Precedent to Disbursement for Provincial Activities. Prior to disbursement under the Loan, or to issuance by A.I.D. of documentation pursuant to which disbursement will be made for provincial activities, the Borrower shall furnish in form and substance acceptable to A.I.D.:

(a) evidence that Province Steering Committees have been formed in South Sulawesi and Central Java, chaired by the Kepala Kantor Wilayah of the Ministry of Agriculture in these provinces, and naming committee member representatives from the Dinas' of Agriculture, the Regional Planning Boards (Bappeda) and the Governor's Offices in each province, and any additional member considered appropriate by the Borrower.

(b) evidence that a Governor's Instruction has been issued in each province authorizing participation of the respective Dinas' of Agriculture and Regional Planning Boards in the provincial activities component of the Project.

SECTION 5.5. Notification. When A.I.D. has determined that the conditions precedent specified in Section 5.1, 5.2, 5.3 and 5.4 have been met, it will promptly notify the Borrower.

SECTION 5.6. Terminal Dates for Conditions Precedent. If all of the conditions specified in Section 5.1 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 Borrower.

Article 6. Special Covenants.

SECTION 6.1. 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 or 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 6.2. Additional Special Covenants. The Borrower agrees to inform A.I.D. about the Ministry of Agriculture's continuing efforts to:

(1) develop a Master Plan for computerization within the Ministry;

(2) establish a career path for computer technicians and provide incentives for their retention within the Ministry.

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Article 7: Procurement Source.

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1 will be used exclusively to finance the costs of goods and services required for the Project having with respect to goods, their source and origin and with respect to services, their nationality in countries included 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 and services ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Loan Standard Provisions Annex, Section C.1 (b) with respect to marine insurance. Ocean transportation costs will be financed under the Loan only on vessels under flag registry of the United States, or Indonesia, or Code 941 countries as long as chartered or operated by Indonesian shipping companies, except as A.I.D. may otherwise agree in writing.

SECTION 7.2 Local Currency Costs. Disbursements pursuant to Section 8.2 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 the Republic of Indonesia ("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 8. Disbursements.

SECTION 8.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of Conditions Precedent, the Borrower may obtain disbursements of funds under the Loan 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 Borrower'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 (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods and services.

(b) Banking charges incurred by Borrower in connection with Letters of Commitment and Letters of Credit will be financed under the Loan unless the Borrower instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Loan.

SECTION 8.2. Disbursement for Local Currency Costs

(a) After satisfaction of Conditions Precedent, the Borrower may obtain disbursements of funds under the Loan 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 disbursement may be obtained: (1) In local currency acquired by A.I.D. by purchase or from local currency already owned by the U.S. Government or (2) by A.I.D. requesting the Borrower to make available the local currency for such costs, and thereafter reimbursing an amount of U.S. dollars equal to the amount of local currency made available by the Borrower. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 8.3. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. Except as may more specifically be provided under Section 8.2, if funds provided under the Loan are introduced into Indonesia by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Borrower will make such arrangements as may be necessary so that such funds may be converted into currency of the Republic of Indonesia at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Indonesia.

SECTION 8.5. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Borrower or its designee local currency acquired in accordance with Section 8.2.

Article 9. Miscellaneous

SECTION 9.1. 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 Borrower:

Mail Address: Departemen Luar Negeri
Jalan Pejambon No. 6
Jakarta Pusat
Indonesia

Alternate address for telegrams: DEPLU JAKARTA

To A.I.D.:

Mail Address: U.S. Agency for International Development
American Embassy
Jl. Medan Merdeka Selatan 5
Jakarta, Indonesia

Alternate address for telegrams: USAID AMEMB JAKARTA

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. The Borrower, in addition, will provide the USAID Mission with a copy of each communication sent to A.I.D.

SECTION 9.2. Representatives. For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Chairman or Vice Chairman, National Development Planning Agency (BAPPENAS) and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, USAID Mission to Indonesia, each of whom, by

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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 Borrower, 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 9.3. Standard Provisions Annex. A "Project Loan Standard Provisions Annex" (Annex II) is attached to and forms part of this Agreement.

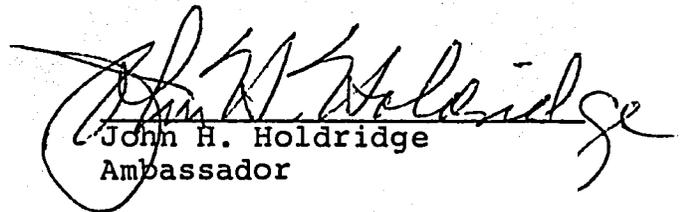
IN WITNESS WHEREOF, the Republic of Indonesia and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

REPUBLIC OF INDONESIA



Atmono Suryo M.A.
 Director General
 for Foreign Economic Relations
 Department of Foreign Affairs

UNITED STATES OF AMERICA



John H. Holdridge
 Ambassador

AMPLIFIED PROJECT DESCRIPTION
AGRICULTURAL PLANNING PROJECT

I. PROJECT PURPOSE

The purpose of the project is to increase Indonesian agricultural productivity and employment, and improve the efficiency of resource allocation in the agricultural sector. To accomplish this the project will assist in developing an improved capacity within the Ministry of Agriculture (MOA), including selected provincial and other government offices, to carry out agricultural policy analysis and to use it in the formulation of policy, programs and projects at the national and provincial levels. Project support will be provided for special studies, planning and analysis training, data processing and management, technical assistance and provincial activities. During project implementation various approaches, to finance short term policy reviews and on-the-job training will be tested. The focus at the national level will be on developing an effective core of professional agricultural planners. At the provincial level resources will be devoted to identifying and testing components of agricultural planning methodologies to strengthen the linkage between problem analysis and budget allocations and to test approaches to decentralized planning.

II. PROJECT ELEMENTS

A. Special Studies

To assist the Secretary General, MOA in encouraging and coordinating policy analysis within the Ministry an informal Policy Analysis Working Group, has been established. Project support will be provided to assist in formalizing this group and to providing it with funds to carry out an active policy analysis agenda. Funds will be used for short-term Indonesian and foreign technical assistance and other direct analytical costs.

B. Planning and Analysis Training

The project will support; on-the-job training, short courses and limited Masters-level degrees programs. The project will assist in developing participant selection criteria to ensure that skills learned are used on-the-job. Training will emphasize applied rather than theoretical skills and be open to government professionals, both inside and outside the Ministry, who have a direct impact on agricultural policy formulation.

- 1) On-the-job training. Previous AID project support provided long and short term training for 750 Ministry employees. Many of these participants now need guidance and coaching to begin applying the disciplines learned. Support in this area will be provided by a team of four advisors, two assigned to the Bureau of Planning (BOP) and one each in the Center for Agro-Economic Research (CAER) and the Center for Agricultural Data Processing (CADP), through on the job training and a series of applied policy analysis workshops led by senior Ministry or university staff.
- 2) Short-term training. Project funds will support the training of approximately 300 Indonesians in planning and analytical methods, including observation training of the model for Agricultural Development Planning. Short courses of two to eight weeks conducted by the University of Indonesia, Institute Pertanian Bogor, and the University of Gajah Mada will service planning staff in Ministry agencies (BOP, the Secretariat, Directorates General and Provincial Ministry units) and related agencies outside the Ministry (i.e. BAPPENAS, BULOG, BPS, and BPPT). Curriculum development will be the first step in focusing training on skills required to improve job performance within participating agencies. Involved university faculty will work closely with participating agencies in developing relevant course materials and will share these instructional materials with provincial universities to improve the geographical distribution of planning instruction.

3. Masters training. Approximately 30 planners from the MOA Secretariate, planning offices of the Directorates General and MOA Dinas' in South Sulawesi and Central Java will participate in Master's level training. Major emphasis will be on economics, rural and area development and public management. Most degree training will be carried out at Indonesian universities - UI, UGM or IPB or at regional institutions, such as Thammasat University in Bangkok and the University of the Philippines at Los Banos. Master's degree training needs, not met locally or in the region, will be provided by programs at US universities. The anticipated geographic spread of training is 20 persons at Indonesian universities, six in regional institutions and four in the U.S.

C. Data Processing and Management

The Center for Agricultural Data Processing (CADP) will take a lead role in implementing the MOA decision to establish a decentralized data processing system. The Center will develop and maintain a National Agricultural Data Base containing finance, personnel, project monitoring, material and agricultural price and production data. A complementary farm household production consumption data base (PATANAS) will be developed by the Center for Agro-economic Research (CAER) and tied to CADP via a radio-communication link. Training, technical assistance and limited commodity purchases are required to complete these efforts. The project will support approximately 75 Indonesians in non-degree short courses in computer related subjects in Indonesia and abroad. On-the-job training will be provided at CADP by a project-funded computer management advisor and at CAER by an applications specialist. Limited purchases of hardware and software to complete implementation of the NADB and PATANAS data bases is planned. Purchases include several disk drives and peripherals, radio communication equipment, software and maintenance costs through year three of the project and the services of a local contractor to test and implement the NADB.

D. Technical Assistance

The Project will require four long-term in-country advisors, provided under a direct institutional contract: two planning and research advisors, a computer applications specialist and a computer management consultant. The team will assist in the development of a policy analysis agenda, provide technical assistance in the analysis of policy options, assist in further defining Ministry policy in computer development, develop staff training plans, assist in improving data accessibility and management, assist in implementing provincial level activities and provide on-the-job training. In addition, up to 27 man months of short-term foreign and local consultant services will be available to support the Special Studies.

E. Provincial Activities

A major focus of the project will be the development of new approaches to local level agricultural planning in South Sulawesi and Central Java. Two components will be tested: an upgrading of agricultural information available to Kantor Wilayah and development of two-month training practicums for Provincial and Kabupaten level planners that will apply analytical skills to local agricultural problems and opportunities. In addition to developing staff skills and a readily accessible data base for local level planning, the short term impact of the provincial activities will be the design and submission of new DUPs or adjustments in creating DIP which reflect local needs and opportunities. Not later than two years following the initial implementation of activities in the two provinces and subject to evaluation of these activities, inclusion of a third province, which will be a province defined as a "special attention province", shall be considered for inclusion in this project. A longer term goal is the development and testing of an approach to provincial level agricultural planning that can be expanded nation-wide. Both the computer applications specialist and the planning and policy advisor will assist in provincial level activities.

III. PROJECT MANAGEMENT AND ADMINISTRATION

A. OVERALL MANAGEMENT

Overall project management within the Ministry of Agriculture will be provided by the Secretary General. He will chair a project Steering Committee which will establish annual operating plans, develop and implement a staff training program, approve major equipment purchases, monitor and evaluate progress of activities under the Special Studies, approve provincial practicum topics and establish guidelines for participant selection. The Committee will be assisted by the consultant team, the Policy Analysis Working Group and Provincial Steering Committee.

1. Consultant Team. In consultation with the Project Steering Committee, the consultant team will prepare quarterly reports describing staff development and training plans, progress of Special Studies, progress of computer center development, status of practicum implementation and information system upgrades in the Provinces and the financial status of the project. In addition to team responsibilities, individual members will develop a series of internal discussion papers describing staff development plans for key planning units within the Ministry, the overall structure of the Bureau of Planning, alternative policy for coordinating computerization within the Ministry, potential steps for improving data base formulation, management and use at the provincial level, and alternatives steps for improving provincial level planning.
2. Policy Analysis Working Group. An informal group has been formed by the Secretary General to assist him in identifying upcoming policy issues and to marshal resources to explore solutions. This group will be formally established under the project and will develop an annual policy research agenda, manage a flexible research budget targeted to policy options analysis, prepare quarterly status reports, coordinate policy analysis amongst offices and agencies and disseminate research results.

3. Provincial Steering Committees. Provincial Steering Committees chaired by the Kepala Kanwil Pertanian as the provincial project manager, will be established in each province. Committees will select practicum topics, review and approve implementation plans for the practicums, assess practicum results and follow-up on practicum recommendations. Two times per year participating Kepala Kanwils will meet with the Project Steering Committee to discuss progress and future plans for provincial level activities.

B. PROJECT MONITORING AND EVALUATION

Continuous monitoring of project components is especially important given the experimental nature of some project activities. A system of quarterly and annual reports will be established to facilitate this. Quarterly reports will be submitted to AID by the National Project Steering Committee and the Policy Analysis Working Group via the Project Steering committee. In addition, the consultant team will provide semi-annual and annual reports while participating Kepala Kanwils will be responsible for reporting the results of the training practicums in addition to annual reports on provincial level activities. A series of evaluations is also planned. Component evaluation at the national level will be undertaken for short course training, to review the design of the National Agricultural Data Base prior to implementation, and to examine progress toward a decentralized data processing system. Provincial level evaluations will be carried out by the consultant agricultural economist and the computer applications specialist at the beginning of the third year of the project. Full scale project evaluations will be conducted during the third and fifth year of the project. Finally, a study will be conducted during the projects' fourth year to assess the usefulness and transferability of provincial level activities.

C. PROJECT IMPLEMENTATION

International procurement of goods and services under the project will be solicited from firms or individuals in Code 941, Indonesia, and the United States. Goods and services funded by the project budget will be procured on a competitive basis, advertised in Indonesia as well as abroad for international procurements. Indonesian firms will be eligible to bid for all local and international procurement.

IV. FINANCIAL PLAN

Counterpart funds will be made available during the life of the project through annual DIPs established by the Ministry. A portion of funds required for special studies will also be allocated through the DIP, with the remainder provided via direct AID payment. Funds for Technical Assistance will be provided through direct disbursements to the institution or private firm competitively selected under-procedures mutually agreed upon. Adjustments between line items may be made without formal amendment of this Agreement, as long as (a) the total U.S. contribution as set forth in the text of the Agreement is not exceeded and (b) the GOI contribution as set forth in the text of the Agreement is not decreased. Adjustments between line items greater than 15% must be agreed to in writing by both parties.

BUDGET (\$ 000)

| | <u>AID^{1/}</u> | | <u>GOI^{2/}</u> | <u>TOTAL</u> |
|---------------------------------------|---------------------------|--------------|-------------------------|---------------|
| | <u>GRANT</u> | <u>LOAN</u> | | |
| SPECIAL STUDIES | | 200 | | 200 |
| TRAINING | | 2,400 | | 2,400 |
| COMMODITIES AND COMMODITY SERVICES | | 975 | | 975 |
| TECHNICAL ASSISTANCE | <u>3,000^{3/}</u> | <u>1,250</u> | | <u>4,250</u> |
| SUB TOTAL | 3,000 | 4,825 | 3,400 | 11,725 |
| CONTINGENCY @ 15% ^{4/} | | <u>1,175</u> | <u>500</u> | <u>1,680</u> |
| TOTAL | <u>3,000</u> | <u>6,000</u> | <u>3,900</u> | <u>12,900</u> |

- Notes: ^{1/} Includes six percent annual inflation factor.
^{2/} Includes ten percent annual inflation factor.
^{3/} \$1,000,000 in grant funds is obligated in FY84. Future increments of grant funding are subject to availability of funds and mutual agreement of the parties to proceed.
^{4/} contingency for grant funds will be provided via loan funding

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Project Loan Standard Provisions

Annex 2

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Project Loan Standard Provisions Annex

Definitions: As used in this Annex, the "Agreement" refers to the Project Loan 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 Borrower 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 Borrower 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 Loan 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 Loan, 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 Loan will be free from, and the Principal and interest will be paid free from, any taxation or fees imposed under laws in effect in the territory of the Borrower.

(b) To the extent that (1) any contractor, including any consulting firm, any personnel of such contractor financed under the Loan, and any property or transactions relating to such contracts and (2) any commodity procurement transaction financed under the Loan are not exempt from identifiable taxes, tariffs, duties, or other levies imposed under laws in effect in the territory of the Borrower, the Borrower 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 Loan.

SECTION B.5. Reports, Records, Inspections, Audit.

The Borrower 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 Loan. Such books and records will be audited regularly, in accordance with generally accepted auditing standards, and maintained for three years after the date of

SECTION B.5.(b)

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 Loan.

SECTION B.6. Completeness of Information. The Borrower confirms:

(a) that the facts and circumstances of which it has informed A.I.D., or caused A.I.D. to be informed, in the course of reaching agreement with A.I.D. on the Loan, 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. Borrower affirms that no payments have been or will be received by any official of the Borrower in connection with the procurement of goods or services financed under the Loan except fees, taxes, or similar payments legally established in the country of the Borrower.

SECTION B.8. Information and Marking. The Borrower will give appropriate publicity to the Loan 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.

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SECTION C.1.

(b) Premiums for marine insurance placed in the territory of the Borrower will be deemed an eligible Foreign Exchange Cost, if otherwise eligible under Section C.7(a)

(c) Any motor vehicles financed under the Loan will be of United States manufacture, except as A.I.D. may otherwise agree in writing.

SECTION C.2. Eligibility Date. No goods or services may be financed under the Loan 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 Borrower will furnish to A.I.D. upon preparation:

(1) any plans, specifications, procurement of construction schedules, contracts, or other documentation relating to goods or services to be financed under the Loan, 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 Loan, 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 Loan 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 Loan 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

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SECTION C.3.

(d) Consulting firms used by the Borrower for the Project but not financed under the Loan, 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 Borrower for the Project but not financed under the Loan 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 Loan. 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 Loan, the Borrower will furnish A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Project Implementation Letter.

SECTION C.6. Shipping.

(a) Goods which are to be transported to the territory of the Borrower may not be financed under the Loan 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 Borrower 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 Loan, 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 Borrower, has designated as ineligible; or

SECTION C.6.

(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 Borrower 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 any cargo transported from U.S. ports and also 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 Borrower 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 Borrower (or government of Borrower), 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 Borrower 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.

SECTION C.7.

(b) Except as A.I.D. may otherwise agree in writing, the Borrower will insure, or cause to be insured, goods financed under the Loan 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 Borrower 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 Borrower for the replacement or repair of such goods. Any such replacement 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 Borrower agrees that wherever practicable United States Government-owned excess personal property, in lieu of new items financed under the Loan, should be utilized. Funds under the Loan may be used to finance the costs of obtaining such property for the Project.

Article D: Termination; Remedies.

SECTION D.1. Cancellation by Borrower. The Borrower may, by giving A.I.D. 30 days written notice, cancel any part of the Loan which has not been disbursed or committed for disbursement to third parties.

SECTION D.2. Events of Default; Acceleration. It will be an "Event of Default" if Borrower shall have failed:

(a) to pay when due any interest or installment of Principal required under this Agreement, or

(b) to comply with any other provision of this Agreement, or

(c) to pay when due any interest or installment of Principal or other payment required under any other loan, guaranty or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies. If an Event of Default shall have occurred, then A.I.D. may give the Borrower notice that all or any part of the unrepaid Principal will be due and payable sixty (60) days thereafter, and, unless such Event of Default is cured within that time:

(1) such unrepaid Principal and accrued interest hereunder will be due and payable immediately, and

SECTION D.2.

(2) the amount of any further disbursements made pursuant to then outstanding commitments to third parties or otherwise will become due and payable as soon as made.

SECTION D.3. Suspension. If at any time:

- (a) An Event of Default has occurred; or
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or
- (c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or
- (d) The Borrower shall have failed to pay when due any interest, installment of principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

Then A.I.D. may:

- (1) suspend or cancel outstanding commitment documents to the extent they have not been utilized through irrevocable commitments to third parties or otherwise, giving prompt notice thereof to the Borrower;
- (2) decline to issue additional commitment documents or to make disbursements other than under existing ones; and
- (3) at A.I.D.'s expense, direct that title to goods financed under the Loan be transferred to A.I.D. if the goods are from a source outside Borrower's country, are in a deliverable state and have not been offloaded in ports of entry of Borrower's country. Any disbursement made under the Loan with respect to such transferred goods will be deducted from Principal.

SECTION D.4. Cancellation by A.I.D. If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section D.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed or irrevocably committed to third parties.

SECTION D.5. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursements, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

SECTION D.6. 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 provided for under this Agreement, may require the Borrower to refund the amount of such disbursement in United States Dollars to A.I.D. within sixty (60) days after receipt of a request therefor. The right to require such a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three (3) years from the date of the last disbursement under this Agreement.

(b)

(1) any refund under the preceding subsection, 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 Loan, 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 the installments of Principal in the inverse order of their maturity and the amount of the Loan reduced by the amount of such remainder.

SECTION D.7. 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.