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A.I.D. PROJECT NO. 532-041

PROAG 78-1

PROJECT  
GRANT AGREEMENT  
BETWEEN  
THE GOVERNMENT OF JAMAICA  
AND THE  
UNITED STATES OF AMERICA  
FOR  
NATIONAL FAMILY PLANNING PROGRAM

DATE: MAR 16 1978

## PROJECT GRANT AGREEMENT

Dated: MAR 16 1978

Between the Government of Jamaica ("Grantee"), acting through the Ministry of Finance and Planning and the Ministry of Health and Environmental Control/ National Family Planning Board (MOHEC/NFPB), 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 forth the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties. This Agreement builds upon Project Grant Agreement 77-3, as amended.

**Article 2: The Project**

Section 2.1 Definition of the Project. The Project, which is further described in Annex 1, will enable the Government of Jamaica (GOJ) to maintain by 1980: 1) an extensive public system of family planning services integrated into the Ministry of Health's basic health services; 2) family life and sex education embodied in the public school system curricula; 3) a commercial distribution system of contraceptives complementing both the public and private distribution systems throughout Jamaica. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 7.2, without formal amendment of this Agreement.

**Section 2.2 Incremental Nature of Project.**

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the parties, at the time of a subsequent increment, to proceed.

(b) Prior to the overall Project Assistance Completion Date stated in Section 3.3 (a) of this Agreement, A.I.D. based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

**Article 3: Financing****Section 3.1 The Grant**

(a) To assist the Grantee to meet the costs of carrying out the Project, A.I.D., in furtherance of the Alliance for Progress and pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed Two Hundred thousand United States ("US") Dollars (\$200,000).

(b) The Grant may be used to finance foreign exchange costs, as defined in Section 5.1, and local currency costs, as defined in Section 5.2, of goods and services required for the Project.

Section 3.2. Grantee Resources for the Project.

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

(b) The resources provided by Grantee during the term of this Project will be not less than the equivalent of U.S. \$8 million, including costs borne on an "in-kind" basis.

Section 3.3. The Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1981, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed, 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. no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4 Special Covenant.

Section 4.1. 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:

- 1) An evaluation yearly of progress towards attainment of the objectives of the project;
- 2) Identification and evaluation of problem areas of constraints which may inhibit such attainment;
- 3) Assessment of how such information may be used to help overcome such problems; and
- 4) Evaluation, to the degree feasible, of the overall development impact of the Project.

Article 5: Procurement Source

Section 5.1. Foreign Exchange Costs. Disbursements pursuant to Section 6.1 will be used exclusively to finance the costs of goods and services required for the project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1 (b) with respect to marine insurance.

Section 5.2. Local Currency Costs. Disbursements pursuant to Section 6.2 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 Jamaica ("Local Currency Costs").

Article 6: Disbursement.

Section 6.1. Disbursement for Foreign Exchange Costs. The Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement by consulting with and submitting to A.I.D. requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project, and, if the request is satisfactory in form and substance to A.I.D., A.I.D. will then prepare all documentation necessary for such disbursements which will then be signed by authorized representatives of A.I.D. and Grantee.

Section 6.2. Disbursement for Local Currency Costs.

(a) The Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project by submitting to A.I.D., in form and substance satisfactory to A.I.D., a request for disbursement with supporting documentation.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars by purchase or from local currency already owned by the U.S. Government. 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 6.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Section 6.4. Rate of Exchange. Except as may be more specifically provided under Section 6.2, if funds provided under the Grant are introduced into Jamaica by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of Jamaica at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Jamaica.

Article 7.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee: Ministry of Health & Environmental Control

Mail Address: National Family Planning Board  
5 Sylvan Avenue  
Kingston 5, Jamaica

To A.I.D. Mission Director  
USAID/Jamaica  
2 Oxford Road  
Kingston 5, Jamaica

All such communications will be in English. Other addresses may be substituted for the above upon the giving of notice. The Grantee, in addition, will provide the USAID Mission in Kingston with a copy of each communication sent to A.I.D. in Washington.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Executive Director of the National Family Planning Board as nominee of the Minister of Health and Environmental Control and A.I.D. will be represented by the individual holding or acting in the office of the Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The name of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 7.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

5.

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

GOVERNMENT OF JAMAICA (GRANTEE)

By: *A. P. P. P. P.*  
Ministry of Finance & Planning  
*Deputy Permanent Secretary*

By: *K. Ramcharan*  
Ministry of Health & Environmental  
Control  
*by. Permanent Secretary*  
*13/3/78.*

By: *[Signature]*  
Executive Director  
National Family Planning Board  
*14.3.78*

UNITED STATES OF AMERICA

By: *Dr. W. L. M. March 10, 1978*

Title: AID Mission Director

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ANNEX IDetailed Description

Summary: Project Grant Agreement 78-1 provides \$200,000 and Project Grant Agreement 77-3 provided \$490,000. Central A.I.D. resources were used to provide \$196,000 for contraceptives during U.S. Fiscal Year 1977 and an estimated \$261,000 worth of contraceptives will be similarly provided in U.S. Fiscal Year 1978.

I. Project Description. The purpose of this project is to strengthen GOJ institutions to achieve a level of at least 34,000 new acceptors annually in public family planning programs.

II. Objectives:

- 1) 4,000 GOJ medical and para-medical staff trained and delivering family planning services and conducting IEC activities by 1980.
- 2) 267 MOHEC clinical facilities delivering health/family planning services on full-time basis.
- 3) Active users in public programs increased from 1975 level of 60,000 to 100,000 by 1980.
- 4) 2,000 community health aides trained as family planning motivators.
- 5) GOJ's commercial distribution of pill and condoms established and serving approximately 47,000 annually by 1980.
- 6) At least 4,000 voluntary sterilization procedures will be provided by the MOHEC annually.
- 7) Family life/sex education curricula developed and in use into primary/secondary schools and teacher training colleges by 1980.
- 8) Family planning programs would have been institutionalized within the MOHEC activities.

III. Project Components:

- a) 24 man-months of consultancy in program planning, family planning midwifery training, IEC and FLE.

- b) 82 man-months of long-term training in the United States;  
20 man-months of short-term training in the United States  
in MCH/family planning and IEC activities.
- c) Contraceptives centrally funded  
Other contraceptives  
Clinical equipment & supplies  
Audio-visual aides  
FLE seminars and workshops
- d) Local cost for in-country training (workshop & seminars);  
Research (operational) surveys
- 1) Short-term consultants to the Ministry of Health (MOHEC)  
including the National Family Planning Board (NFPB) and  
the Ministry of Education (MOE) in program planning and  
evaluation, contraceptive and surgical services, formal  
and non-formal family life education and communication  
training. USAID will continue to provide the services  
of long-term family planning and mid-wifery consultants  
for a year who will assist in curriculum development and  
actual teaching of family planning and mid-wifery. This  
would allow the overseas trained Jamaican counterpart to  
overlap with the consultant and allow for gradual phase-  
out to take over from the person.
- 2) Participant training grants for government medical and  
para-medical personnel, and the National Family Planning  
Board staff. Training programs will be of a specialized  
nature to meet the needs of the priority components of  
the overall population program.
- 3) Contraceptive and related medical supplies and clinical  
equipment for the expanded integrated family planning  
and health services in the 10 MCH centers, 231 health  
clinics, 26 hospitals and Jamaica Family Planning  
Association Clinic, and the commercial distribution program.
- 4) Education materials and audio-visual equipment for the  
above facilities, Bureau of Health Education (BHE), MOHEC  
field workers and the Ministry of Education (MOE) which  
has a prime responsibility for carrying out the family  
life/sex education program.
- 5) Local costs of training, workshops, and seminars to upgrade  
skills of government health workers, social workers,  
educational guidance counsellors and teachers. Seminars  
in FP/FLE will also be conducted for youth groups, community  
leaders, private organizations, farmers and rural population.
- 6) The services of a full-time AID Officer to serve as Advisor  
to the National Family Planning Board, and to other  
ministries, and as a focal point within the Mission to

coordinate AID population related activities such as the Westinghouse Commercial Distribution Project and other donors supported by Title X Funds.

- 7) New VSC Program: This is to assist the Government of Jamaica (GOJ) in increasing their target VSC Program significantly above the 4,000 target set by the Project Paper (PP) for achievement by 1980.

The National Family Planning Board will encourage both governmental and private institutions to carry out the following methods of the VSC Program:

- Laparoscopic
- Culdoscopic
- Min-laparotomy
- Post-partum tubal ligation (conventional)
- Other methods

This grant will be utilized to do the following:

- a) Minor renovations
- b) Purchase of equipment
- c) Reimbursement to institution for actual VSC procedures performed
  - \$10.00 for female sterilization;
  - \$5.00 for male sterilization

- 8) Commercial Distribution of Contraceptives Program (CDC):  
The objectives of the program call for:

- 1) The involvement of the commercial sector in Jamaica in bringing about a significant increase in the number of users of contraceptives, principally orals and condoms as a complement to family planning activities in the public sector, and
- 2) Demonstrate through comparative cost analysis that commercial distribution is more cost-effective than family planning program.

- IV. Implementation: This project will be implemented by MOHEC and NFPB. Technical Assistance, commodity support and local cost for seminars and workshops will be provided.

The National Family Planning Board will concentrate on the following:

- Coordinating family planning activities in all governmental and private sector;
- Public information and communication in all various forms.
- Planning, implementation, statistical data collection and analysis and monitoring and evaluation of the National Family Planning Program.
- Monitoring of commercial distribution program of contraceptives.
- Monitoring the UWI Family Planning/Epidemiology Unit's training and research programs.

Inservice Training in the National Family  
Planning Board and the Ministry of Health  
and Environmental Control

The objective of the Inservice Training Program is to improve the knowledge, attitudes and skills of the health team in family planning, so that they will be better able to give efficient and effective family planning services to the public.

The overall objective of the activities is to enhance the quality of services, education and skills designed to intensify and strengthen the Family Planning Program. Built into the plan are activities specifically aimed at supporting the integrated approach to family planning and population as it relates to the several agencies, e.g., Ministry of Education (MOE) which by mandate and voluntarily are playing vital roles in the National Family Planning Program and the Ministry of Health and Environmental Control (MOHEC).

The main categories of workers involved are:

- Medical Doctors
- Nurses
- Midwives
- Health Education Officers
- Public Health Inspectors
- Community Health Aides
- Social Welfare Workers
- Family Life Officers
- Agricultural Extension Officers
- Teachers ( in terms of input for population since major family life training is under the aegis of the Ministry of Education)
- Operational Field Personnel in voluntary agencies - administrative/managerial staff

The training program is an integral part of the MOHEC's program, therefore, it is reasonable to conclude that MOHEC will assume full financial responsibility of the total NFPP program by 1980, including of course, the training program. ( See Appendix for details).

NATIONAL FAMILY PLANNING BOARD  
SUMMARY - TRAINING CONFERENCES  
1976/77 - 1979/80

	YEAR				
	<u>1976/77</u>	<u>1977/78</u>	<u>1978/1979</u>	<u>1979/80</u>	<u>Grand Total</u>
Number of Courses	28	22	21	10	81
Number of Participants	970	893	1,770	400	3,433

ATTACHMENT 1 TO ANNEX 1

Illustrative Project Financial Plan Project No. 532-00.1 February 1978  
 Source and application of funding - U.S. \$ Thousands  
 Schedule for Incremental Funding Amounts

PROJECT ITEMS	Cumulative Obligation									Anticipated Future Obligations			Total All Years		
	For AID Oct. 1 1976 to Sep. 30, 1977 For C01 April 1, 1977 to March 31, 1978.			For AID Oct. 1, 1977 to Sept. 30, 1978 For C01 April 1, 1978 to March 31, 1979.			TOTAL								
	AID 40	HOHFC	NFPB	AID	HOHFC	NFPB	AID 40	HOHFC	NFPB	AID 40	HOHFC	NFPB	AID 80	HOHFC	W PL
Personnel Services															
Salaries and Emoluments		1,003.8	341.2		1,004	342									
Travel Expenses and Subsistence		134	43.7		134	44		2,007.8	681.2		1,879.2		1,887	1 312	
Supplies and Materials		26	236.8		26	237		268	87.7		204		272	154	
Rental		25.1	31		25	31		52	473.8		43		95	9 114	
Public Utility Services		9	27		9	30		50.1	62		44.9		95	175	
Other Operations and Technical Services								18	57		18		36	1 0	
Subsidies		32.1	144.6		33	145		65.1	289.6		69.7		135	5,726	
Equipment			15			15			30					60	
			7			7			14					10	
Training Outside of Jamaica	54.6						54.6								
Commodities	10.2						10.2			30.4			85		
Equipment and Medical Supplies	50			25			75			44.5			56.7		
Seminars and Workshops HOHFC	120			50			170			95			170		
HOHFC	50			25			75			200			370		
Survey and FAP Studies	40						40			125			200		
Vaccines Program (JEPA)	115						115			80			120		
Commercial Distribution of Contraceptives	-			100			100			-			115		
Inflation													100		
Contingency	10.2						10.2			24			24		
SUB TOTAL	490	1,230.2	846.3	200	1,231	851	690	2,461.2	1,691.7	728.7	2,758.8	1,582.7	1,415.7	1 0	
Commodity (centrally procured)	196			261			457			554.3			1,011.3	1 011.3	
TOTAL	686			461			1,147			1,283.0			2,400.0	10,490.0	

Subject to the availability of funds for this purpose and to the mutual agreement of the parties, at the time of subsequent increments, to proceed.

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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 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. (See HB 18).

SECTION B.4. Taxation.

(a) This Agreement and the Grant will be free from any taxation or fees imposed under the 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 pay or reimburse the same with funds other than those provided under the Grant.

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

The Grantee will:

(a) furnish A.I.D. such information and reports relating to the Project and to this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement, adequate to show, without limitation, the receipt and use of goods and services acquired under the Grant. Such books and records will be audited regularly, in accordance with generally accepted auditing standards, and maintained for three years after the date of last disbursement by A.I.D.; such books and records will also be adequate to show the nature and extent of solicitations of prospective suppliers of goods and services acquired, the basis of award of contracts and orders, and the overall progress of the Project toward completion; and

(c) afford authorized representatives of the 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.

(d) Transportation by air, financed under the Grant, of property or persons, will be on carriers holding United States certification, to the extent service by such carriers is available. Details on this requirement will be described in a Project Implementation Letter.

SECTION C.2. Eligibility Date. No goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing:

SECTION C.3. Plans, Specifications, and Contracts.

In order for there to be mutual agreement on the following matters, and except as the Parties may otherwise agree in writing:

(a) The Grantee will furnish to A.I.D. upon preparation,

(1) any plans, specifications, procurement or construction schedules, contracts, or other documentation relating to goods or services to be financed under the Grant, including documentation relating to the prequalification and selection of contractors and to the solicitation of bids and proposals. Material modifications in the solicitation of bids and proposals. Material modification 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 modification in such contracts will also be approved in writing by A.I.D. prior to execution and

(d) Consulting firms used by the Grantee for the Project but not financed under the Grant, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and construction contractors used by the Grantee for the Project but not financed under the Grant, shall be acceptable to A.I.D.

SECTION C.4. Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Grant. Such items will be procured on a fair and, to the maximum extent practicable, on a competitive basis.

SECTION C.5. Notification to Potential Suppliers. To permit all United States firms to have the opportunity to participate in furnishing goods and services to be financed under the Grant, the Grantee will furnish A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Project Implementation Letters.

SECTION C.6. Shipping.

(a) Goods which are to be transported to the territory of the Grantee may not be financed under the Grant if transported either: (1) on an ocean vessel or aircraft under the flag of a country which is not included in A.I.D. Geographic Code 935 as in effect at the time of shipment, or (2) on an ocean vessel which A.I.D., by written notice to the Grantee has designated as ineligible; or (3) under an ocean or air charter which has not received prior A.I.D. approval.

(b) Costs of ocean or air transportation (of goods or persons) and related delivery services may not be financed under the Grant, if such goods or persons are carried: (1) on an ocean vessel under the flag of a country not, at the time of shipment, identified under the paragraph of the Agreement entitled "Procurement Source: Foreign Exchange Costs," without prior written A.I.D. approval; or (2) on an ocean vessel which A.I.D., by written notice to the Grantee, has designated as ineligible; or (3) under an ocean vessel or air

charter which has not received prior A.I.D. approval.

(c) Unless A.I.D. determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, (1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by A.I.D. which may be transported on ocean vessels will be transported on privately owned United States-flag commercial vessels, and (2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by A.I.D. and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both 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 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.

- 3 -

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 was for goods 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 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 the 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.

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(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.

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.

*file  
Jamaica  
Proag*

PROJECT  
GRANT AGREEMENT,  
BETWEEN  
THE GOVERNMENT OF JAMAICA (MOHEC/NFPB)  
and the  
UNITED STATES OF AMERICA  
for  
NATIONAL FAMILY PLANNING PROGRAM

Dated: March 29, 1977

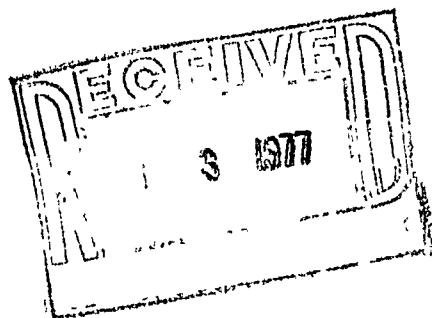


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PROJECT GRANT AGREEMENT

Dated: 29 March, 1977

Between the Government of Jamaica and the United States of America, acting through the Agency for International Development ("A.I.D.").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

Article 2: The Project

Section 2.1. Definition of the Project. The Project, which is further described in Annex 1, will enable the Government of Jamaica (GOJ) to maintain by 1980: 1) an extensive public system of family planning services integrated into the Ministry of Health's basic health services; 2) family life and sex education embodied in the public school system curricula; 3) a commercial distribution system of contraceptives complementing both the public and private distribution systems throughout the Island.

Section 2.2. Incremental Nature of Project. A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to A.I.D. for this purpose, and to the mutual agreement of the parties, at the time of a subsequent increment to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by A.I.D. under an individual increment of assistance.

Article 3: Financing

Section 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D. (in furtherance of the Alliance for Progress and) pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed \$596,000 United States ("US") Dollars (\$596,000) ("Grant").

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(a) The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing, Local Currency Costs financed under the Grant will not exceed the equivalent of U.S. Dollars (\$204.8).

Section 3.2 Grantee Resources for the Project. The Grantee agrees to provide or cause to be provided for the project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the equivalent of U.S. \$2.207 million, including costs borne on an "in-kind" basis.

Section 3.3 The Project Assistance Completion Date. The "Project Assistance Completion Date" (PACD), which is September 30, 1979, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b). Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the project, as contemplated in this Agreement, subsequent to the PACD.

#### Article 4: Special Covenant

Section 4.1 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:

- 1) An evaluation yearly of progress toward attainment of the objectives of the project;
- 2) Identification and evaluation of problem areas of constraints which may inhibit such attainment;
- 3) Assessment of how such information may be used to help overcome such problems; and
- 4) Evaluation, to the degree feasible, of the overall development impact of the Project.

#### Article 5: Procurement Source

Section 5.1. Foreign Exchange Costs. Disbursements pursuant to Section 6.1 will be used exclusively to finance the costs of goods and services required for the project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may

otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1 (b) with respect to marine insurance.

Section 5.2. Local Currency Costs. Disbursements pursuant to Section 6.2 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 Jamaica.

Article 6: Disbursement.

Section 6.1. Disbursement for Foreign Exchange Costs. All Foreign Exchange costs under the project, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

- Will be disbursed by A.I.D. after consultation with the Government of Jamaica (GOJ) and all documentation incident to such disbursements e.g., PIO/T's, C's, etc., will be prepared by A.I.D. and signed by both the A.I.D. and GOJ.

Section 6.2 Disbursement for Local Currency Costs. The Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project by submitting supportive documentation to A.I.D. for approval.

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

- By acquisition by A.I.D. with U.S. Dollars by purchase (or from local currency already owned by the U.S. Government) if available

The U.S. Dollar equivalent of the local currency made available hereunder will be, in the case of subsection (b) (1) above, the amount of U.S. Dollars required by A.I.D. to obtain the local currency.

Section 6.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

Section 6.4. Rate of Exchange. Except as may be more specifically provided under Section 6.2, if funds provided under the Grant are introduced into Jamaica by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that such funds may be converted into currency of Jamaica at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Jamaica.

Article 7.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee: Ministry of Health & Environmental  
Control  
National Family Planning Board  
Mail Address: 5 Sylvan Avenue  
Kingston, Jamaica

Alternate address for cables:

To A.I.D. A.I.D. Affairs Office  
43 Duke Street  
Mail address: Kingston, Jamaica

Alternate address for cables:

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

Section 7.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Ministry of Health and Environmental Control and A.I.D. will be represented by the individual holding or acting in the office of the AID Affairs Officer each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power stated in the Program Agreement to revise elements of the amplified description in Annex 1.

Section 7.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

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

GOVERNMENT OF JAMAICA (MOHEC/NFPB)  
(GRANTEE)

By: *[Handwritten Signature]*

Title: *[Handwritten Title]*

UNITED STATES OF AMERICA

By: *Charles P. Campbell*

Title: AID Affairs Officer

ANNEX I

Detailed Description

I. Project Description. The purpose of this project is to strengthen GOJ institutions to achieve a level of at least 34,000 new acceptors annually in public family planning programs.

II. Objectives:

- 1) 4,000 GOJ medical and para-medical staff trained and delivering family planning services and conducting IEC activities by 1980.
- 2) 267 MOHEC clinical facilities delivering health/family planning services on full-time basis.
- 3) Active users in public programs increased from 1975 level of 60,000 to 100,000 by 1980.
- 4) 2,000 community health aides trained as family planning motivators.
- 5) GOJ's commercial distribution of pill and condoms established and serving approximately 47,000 annually by 1980.
- 6) MOHEC sterilization providing at least 4,000 procedures annually.
- 7) Family life/sex education curricula developed and in use into primary/secondary schools and teacher training colleges by 1980.
- 8) Family planning programs would have been institutionalized within the MOHEC activities.

III. Project Components:

- a) 24 man-months of consultancy in program planning, family planning midwifery training, IEC and FLE.
- b) 82 man-months of long-term training in the United States; 20 man-months of short-term training in the United States in MCH/family planning and IEC activities.
- c) Contraceptives centrally funded
  - Other contraceptives
  - Clinical equipment & supplies
  - Audio-visual aides
  - FLE seminars & workshops
- d) local cost for in-country training (workshop & seminars); Research (operational) surveys

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- 1) Short-term consultants to the Ministry of Health (MOHEC) including the National Family Planning Board (NFPB) and the Ministry of Education (MOE) in program planning and evaluation, contraceptive and surgical services, formal and non-formal family life education and communication training. USAID will continue to provide the services of long-term family planning and mid-wifery consultants for a year who will assist in curriculum development and actual teaching of family planning and mid-wifery. This would allow the overseas trained Jamaican counterpart to overlap with the consultant and allow for gradual phase-out to take over from the person.
- 2) Participant training grants for government medical and paramedical personnel, and the National Family Planning Board staff. Training programs will be of a specialized nature to meet the needs of the priority components of the overall population program.
- 3) Contraceptive and related medical supplies and clinical equipment for the expanded integrated family planning and health services in the 10 MCH centers; 231 health clinics, 26 hospitals and Jamaica Family Planning Association Clinic, and the commercial distribution program.
- 4) Education materials and audio-visual equipment for the above facilities, Bureau of Health Education (BHE), MOHEC field workers and the Ministry of Education (MOE) which has a prime responsibility for carrying out the family life/sex education program.
- 5) Local costs of training, workshops and seminars to upgrade skills of government health workers, social workers, educational guidance counsellors and teachers. Seminars in FP/FLE will also be conducted for youth groups, community leaders, private organizations, farmers and rural population.
- 6) The services of a full-time AID Population Officer to serve as Advisor to the National Family Planning Board, and to other ministries, and as a focal point within the Mission to coordinate AID population related activities such as the Westinghouse Commercial Distribution Project of other donors supported by Title X Funds.
- 7) New VSC Program: This is to assist the Government of Jamaica (GOJ) in increasing their target VSC Program significantly above the 4,000 target set by the Project Paper (PP) for achievement by 1980.

The National Family Planning Board will encourage both governmental and private institutions to carry out the following methods of the VSC Program:

- Laparoscopic
- Culdoscopic
- Mini-laparotomy
- Post-partum tubal ligation (conventional)
- Other methods

This grant will be utilized to do the following:

- a) Minor renovations
- b) Purchase of equipment
- c) Reimbursement to institution for actual VSC procedures performed
- d) \$10.00 for female sterilization;  
\$5.00 for male sterilization

8) Commercial Distribution of Contraceptives Program (CDC): The objectives of the program call for:

- 1) The involvement of the commercial sector in Jamaica in bringing about a significant increase in the number of users of contraceptives, principally orals and condoms as a complement to family planning activities in the public sector, and
- 2) Demonstrate through comparative cost analysis that commercial distribution is more cost-effective than family planning program.

IV. Implementation: This project will be implemented by MOHEC and NFPB. Technical Assistance, commodity support and local cost for seminars and workshops will be provided.

The National Family Planning Board will concentrate on the following:

- Coordinating family planning activities in all governmental and private sector;
- Public information and communication in all various forms.
- Planning, implementation, statistical data collection and analysis and monitoring and evaluation of the National Family Planning Program.
- Monitoring of commercial distribution program of contraceptives being carried out with the assistance of Westinghouse Health Systems, Maryland (Contractor).
- Monitoring the UWI Family Planning/Epidemiology Unit's training and reaserch programs.

Inservice Training in the National Family  
Planning Board and the Ministry of Health  
and Environmental Control

The objective of the Inservice Training Program is to improve the knowledge, attitudes and skills of the health team in family planning, so that they will be better able to give efficient and effective family planning services to the public.

The overall objective of the activities is to enhance the quality of services, education and skills designed to intensify and strengthen the Family Planning Program. Built into the plan are activities specifically aimed at supporting the integrated approach to family planning and population as it relates to the several agencies, e.g., Ministry of Education (MOE) which by mandate and voluntarily are playing vital roles in the National Family Planning Program and the Ministry of Health and Environmental Control (MOHEC).

The main categories of workers involved are:

- Medical Doctors
- Nurses
- Midwives
- Health Education Officers
- Public Health Inspectors
- Community Health Aides
- Social Welfare Workers
- Family Life Officers
- Agricultural Extension Officers
- Teachers ( in terms of input for population since major family life training is under the aegis of the Ministry of Education)
- Operational Field Personnel in voluntary agencies - administrative/managerial staff

The training program is an integral part of the MOHEC's program, therefore, it is reasonable to conclude that MOHEC will assume full financial responsibility of the total NFPProgram by 1980, including of course, the training program. ( See Appendix for details).

NATIONAL FAMILY PLANNING BOARD  
SUMMARY - TRAINING CONFERENCES  
1976/77 - 1979/80

	. YEAR				Grand Total
	1976/77	1977/78	1978/1979	1979/80	
Number of Courses	28	22	21	10	81
Number of Participants	970	893	1,770	400	3,433
Total Cost J\$	126,938	107,258	73,008	28,713	335,917
US\$	139,632	117,984	80,309	31,584	369,509

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Attachment 1 to ANNEX 1  
PROJECT FINANCIAL PLAN  
( Source and Application of Funding - \$ Million )

As of 29th. March, 1977

Project Number. 580-041

PROJECT INPUTS	FY 1977	TOTAL 1977/80	INCREMENTALLY FUNDED PROJECT (Future Years Anticipated)- OTHER YEARS
1) <u>CONTRACTS</u>	50	80	30
<u>Personnel Services</u>			
Consultants			
2) <u>PARTICIPANTS</u>	25	85	60
Long-term			
Short-term			
3) <u>COMMODITIES</u>	196.0	1,011.3	715.3
a) Orals&Condoms (centrally funded)			
b) Other contraceptives	10.2	54.7	44.5
c) Equipment & medical supplies	50.0	170.0	120.0
4) <u>OTHERS</u>			
Seminars/workshops	139.6	369.5	229.9
Seminars/workshop(MOHEC)			
Seminars/workshop(MOE)	50.0	200.0	150.0
Surveys & KAP Studies (to determine effective- ness of program)	40.0	120.0	80.
JFPA Vasectomy Program	25.0	70.0	45.0
5) <u>INFLATION</u>	10.2	151.5	141.3
6) <u>CONTINGENCY</u>	-	118.0	118.0
<b>TOTAL</b>	<b>596.0</b>	<b>2,430.0</b>	<b>\$1,833.0</b> (Million)

ANNEX IIProject Grant Standard ProvisionsAnnex

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 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. (See HB 18).

SECTION B.4. Taxation.

(a) This Agreement and the Grant will be free from any taxation or fees imposed under the laws in effect in the territory of the Grantee.

(b) To the extent that (1) any contractor, including any consulting firm, any personnel of such contractor financed under the Grant, and any property or transaction relating to such contracts and (2) any commodity procurement transaction financed under the Grant, are not exempt from identifiable taxes, tariffs, duties or other levies imposed under laws in effect in the territory of the Grantee, the Grantee will, as and to the extent provided in and pursuant to Project Implementation Letters, pay or reimburse the same with funds other than those provided under the Grant.

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

The Grantee will:

(a) furnish A.I.D. such information and reports relating to the Project and to this Agreement as A.I.D. may reasonably request;

(b) maintain or cause to be maintained, in accordance with generally accepted accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement, adequate to show, without limitation, the receipt and use of goods and services acquired under the Grant. Such books and records will be audited regularly, in accordance with generally accepted auditing standards, and maintained for three years after the date of last disbursement by A.I.D.; such books and records will also be adequate to show the nature and extent of solicitations of prospective suppliers of goods and services acquired, the basis of award of contracts and orders, and the overall progress of the Project toward completion; and

(c) afford authorized representatives of the 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

(d) Transportation by air, financed under the Grant, of property or persons, will be on carriers holding United States certification, to the extent service by such carriers is available. Details on this requirement will be described in a Project Implementation Letter.

SECTION C.2. Eligibility Date. No goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing:

SECTION C.3. Plans, Specifications, and Contracts.

In order for there to be mutual agreement on the following matters, and except as the Parties may otherwise agree in writing:

(a) The Grantee will furnish to A.I.D. upon preparation,

(1) any plans, specifications, procurement or construction schedules, contracts, or other documentation relating to goods or services to be financed under the Grant, including documentation relating to the prequalification and selection of contractors and to the solicitation of bids and proposals. Material modifications in the solicitation of bids and proposals. Material modification in such documentation will likewise be furnished A.I.D. on preparation;

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(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 modification in such contracts will also be approved in writing by A.I.D. prior to execution; and

(d) Consulting firms used by the Grantee for the Project but not financed under the Grant, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and construction contractors used by the Grantee for the Project but not financed under the Grant, shall be acceptable to A.I.D.

SECTION C.4. Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Grant. Such items will be procured on a fair and, to the maximum extent practicable, on a competitive basis.

SECTION C.5. Notification to Potential Suppliers. To permit all United States firms to have the opportunity to participate in furnishing goods and services to be financed under the Grant, the Grantee will furnish A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Project Implementation Letters.

SECTION C.6. Shipping.

(a) Goods which are to be transported to the territory of the Grantee may not be financed under the Grant if transported either: (1) on an ocean vessel or aircraft under the flag of a country which is not included in A.I.D. Geographic Code 935 as in effect at the time of shipment, or (2) on an ocean vessel which A.I.D., by written notice to the Grantee has designated as ineligible; or (3) under an ocean or air charter which has not received prior A.I.D. approval.

(b) Costs of ocean or air transportation (of goods or persons) and related delivery services may not be financed under the Grant, if such goods or persons are carried: (1) on an ocean vessel under the flag of a country not, at the time of shipment, identified under the paragraph of the Agreement entitled "Procurement Source: Foreign Exchange Costs, " without prior written A.I.D. approval; or (2) on an ocean vessel which A.I.D., by written notice to the Grantee, has designated as ineligible; or (3) under an ocean vessel or air

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charter which has not received prior A.I.D. approval.

(c) Unless A.I.D. determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, (1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by A.I.D. which may be transported on ocean vessels will be transported on privately owned United States-flag commercial vessels, and (2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by A.I.D. and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both 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 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 was for goods 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 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 the 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 specification 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.

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(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.

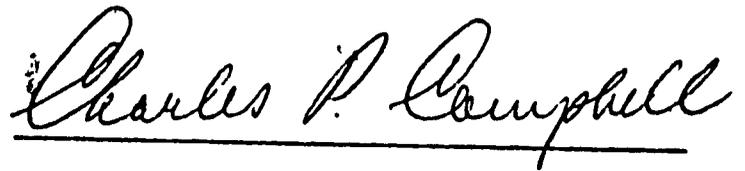
SECTION D. 3. Nonwaiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

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.

WAIVER FOR ISSUANCE OF  
PIO/P's

The issuance of PIO/P's to subobligate participant training (\$25,000) being provided under this Project Agreement, will be effected within twelve (12) months of the date of this Agreement (see Facesheet, Block 11).

The authority to waiver submission of these subobligating documents, as per HB 19, Chapter 1, Para. D 3a, is hereby exercised by the undersigned to permit finalization selection and screening of candidates for participant training.



Charles P. Campbell  
Charles P. Campbell  
AID Affairs Officer

BRIEF STATEMENT OF THE PROJECT  
AGREEMENT FOR THE GOVERNMENT OF JAMAICA

This Project Agreement provides a Grant of US\$596,000 to the Government of Jamaica (GOJ), Ministry of Health and Environmental Control/National Family Planning Board to help in financing certain foreign exchange and local currency costs of goods and services required for the National Family Planning Program.

The following is the breakdown:

Consultants	-	\$50,000
Participants	-	\$25,000
Commodities	-	\$256.2
Others	-	\$254.800

CERTIFICATION

This is to certify that the attached Project Agreements are true copies of the original signed by the Minister of Health and Environmental Control (MOHEC), Dr. Douglas Manely and the AID Affairs Officer, Mr. Charles P. Campbell.

By: Arjuna Abayomi-Cole  
Arjuna Abayomi-Cole  
Public Health Advisor  
Family Planning