

GRANT PROJECT AGREEMENT

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

AND

The Government of Sudan, acting through the Relief and Rehabilitation  
Commission  
(Grantee)

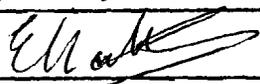
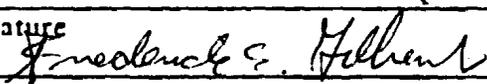
1. Project Title Emergency Relief Activities	2. AID Project Number 650-E-615
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The above-named parties hereby mutually agree to carry out the Project described in this Agreement in accordance with (1) the terms of this Agreement, including any annexes attached hereto, and (2) any general agreement between the two governments regarding economic or technical cooperation.

3. Amount of AID Grant \$ 1,510,552.00	4. Grantee Contribution to the Project \$ -0-	5. Project Assistance Completion Date September 30, 1989
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6. This Agreement consists of this title page and

- A. Project Description
- B. Standard Provisions

7. For the Grantee Typed Name Dr. El Hag El Tayeb	8. For the Agency for International Development Typed Name Frederick E. Gilbert
Signature 	Signature 
Title Commissioner for Relief and Rehabilitation	Title Acting Mission Director
Date 30. 9. 1988	Date 9/30/88

AID 1330-17 (3-79) - Cover Page

Appropriation: 72-1181021  
BPC SYMBOL : JDNA88-29650-HG41  
RESCTLNO : S880076

PROJECT AGREEMENT

Annex A

PROJECT DESCRIPTION

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|-----------------------------|-----------------------|
| 1. Project Title            | 2. AID Project Number |
| Emergency Relief Activities | 650-E-615             |
- 

3. This Project consists of:

- A. A grant to the Government of the Republic of Sudan, acting through the Relief and Rehabilitation Commission (hereafter referred to as the RRC or Grantee) the sum of one Million five hundred and ten thousand five hundred and fifty two United States Dollars (dollar 1,510,552), to be used to finance Emergency Relief Activities, including, but not limited to, the logistics costs of transporting and handling food commodities in Sudan with emphasis on air lifts/air drops.
- B. Unless otherwise agreed by USAID, the Grant may be used to finance only the foreign exchange costs of goods and services required for this program.
- C. The funds granted herein will be used in accordance with the terms and conditions set forth below.
- D. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the Office of Commissioner, Relief and Rehabilitation Commission, and USAID will be represented by the individual holding or acting in the Office of Mission Director, USAID/Sudan, each of whom, by written notice, may designate additional representatives for the purpose of implementing the provisions of this Agreement. The names of the representatives of the Grantee, with specimen signatures, will be provided to USAID 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.
- E. 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 :Commissioner  
Mail Address :Relief and  
Rehabilitation  
Commission  
Khartoum, Sudan

To USAID : U.S. Agency for  
International  
Development  
Mail Address : c/o American Embassy  
P.O. Box 699  
Khartoum, Sudan

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

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#### 4. Special Provisions:

##### A. Activities Eligible For Financing Under The Grant

The principal purpose of this Grant is to finance the Foreign Exchange costs of goods and services required in performing Emergency Relief Activities including the transport and handling of USAID-furnished food commodities within Sudan, to meet emergency famine relief requirements. If approved in writing by USAID, the funds provided hereunder may also be used to finance the local currency costs of the goods and services required for such activities where such is necessary to assure that activities are performed for, and/or commodities are delivered in a timely manner to, needy populations.

##### B. Implementing Agency

The Relief and Rehabilitation Commission (RRC) will be the primary Government of Sudan agency responsible for the implementation of activities outlined in this Agreement.

##### C. Responsibilities of the Parties

###### 1. General:

In general, populations in need of relief will be identified by the RRC, through Regional Governments, PVOs, NGOs or other donors. The RRC will submit detailed plans, including a proposed implementing agent/contractor, with estimated budgets to USAID for all relief activities the costs of which are to be reimbursed under this Agreement. The RRC will not begin procurement of any goods or services required for relief activities or make any commitment to procure or pay for goods or services in connection with any relief activity until the

plan and budget for that activity has been reviewed and approved by USAID. Unless otherwise agreed in writing by the Parties, all contractual and other logistical arrangements for the relief activities will be made by the RRC, using the Dutch-financed Management and Logistics Team (MALT) seconded to the RRC.

Food Aid Commodities will be transported to their agreed point of delivery in Sudan by whatever means are available, including, but not limited to, barge, truck and aircraft as needs are identified by both Parties and as suitable opportunities arise. The food will be consigned and delivered to a designated recipient, which will normally be a Private Voluntary Organization (PVO), as agreed to by USAID, and will be distributed by that recipient or other organization as agreed in writing by the Parties.

As primary implementing agency for the program, the RRC will be responsible for managing all aspects of the program, including:

- a. securing the necessary concurrences and approvals necessary to carry out the program from other agencies of the Government of Sudan;
- b. establishing a program management committee;
- c. maintaining the necessary office space;
- d. establishing the mechanisms, structures and processes necessary to meet the program requirements and reporting; and
- e. ensuring that program activities are implemented on a timely basis and with USAID approval.

2. Procurement Procedures:

Procurement procedures, rules and regulations will be set forth in PILs to be issued by USAID.

## PROAG STANDARD PROVISIONS ANNEX B

A. Reference to 'this Agreement' means the original Project Agreement as modified by any revisions which have entered into effect. Reference to 'cooperating country' means the country or territory of the Grantee.

B. (1) AID will make available the amount specified in Block 3 of this Agreement, as necessary for the Project, as may be further described in Annex A.

(2) The Grantee will make available the amount specified in Block 4 of this Agreement, as necessary for the Project, as may further be described in Annex A. The Grantee will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the Project as specified in Annex A.

C. AID and the Grantee may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Agreement.

D. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the parties pursuant to this Agreement shall be made on or before the Project Assistance Completion Date, or amended date. A contribution of goods or services shall be considered to have been made when the services have been performed and the goods furnished as contemplated in this Agreement. Disbursement of funds may take place after final contributions have been made, but AID shall not be required to disburse funds hereunder after the expiration of nine months following the estimated Project Assistance Completion Date (Block 5 of this Agreement) or any amended Project Assistance Completion Date specified.

E. The procurement of commodities and services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to Project Implementation Orders (PIOs) issued by AID.

F. Unless otherwise specified in the applicable PIO or Project Implementation Letter (PIL), the procurement of commodities imported specifically for the Project and financed with the AID contribution referred to in Block 3 of this Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise agreed by the parties or otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 3 of this Agreement shall be in the Grantee, or such public or private agency as it may authorize.

H. (1) Any property furnished to either party through financing by the other party pursuant to this Agreement shall, unless otherwise agreed by the party which financed the procurement, be used effectively for the purposes of the Project in accordance with this Agreement, and upon completion of the Project, will be used so as to further the objectives sought in carrying out the Project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through

financing by the other party pursuant to this Agreement which is not used in accordance with the preceding sentence.

(2) Any funds provided to either party pursuant to this Agreement which are not used in accordance with this Agreement, shall be refunded to the party providing the funds.

(3) Any interest or other earnings on funds provided by AID to the Grantee under this Agreement will be returned to AID by the Grantee.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country, is, under the laws, regulations or administrative procedures of the cooperating country, liable for customs, duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Agreement, the Grantee will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with AID, the Grantee or any agency authorized by the Grantee, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Agreement, are under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country) or if any firm, not normally resident in the cooperating country, is liable for income, receipts, or other taxes on work financed by AID hereunder, the grantee will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. If funds provided by AID are introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder, the Grantee will make such arrangements as may be necessary so that such funds shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

K. AID shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.

L. The two parties shall have the right at any time to observe operations carried out under this Agreement. Either party during the term of the Project and for three years after the completion of the Project shall further have the right (1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

M. AID and the Grantee shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

N. The present Agreement shall enter into force when signed. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 3 and 4 of this Agreement, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property or funds shall remain in force after such termination. In addition, upon such termination AID may, at AID's expense, direct that title to goods financed under the Grant be transferred to AID if the goods are from a source outside the Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of the Grantee's country.

O. To assist in the implementation of the Project, AID from time to time, may issue PILs that will furnish additional information about matters stated in this Agreement. The parties may also use jointly agreed-upon PILs to confirm and record their mutual understanding on aspects of the implementation of this Agreement.

P. The Grantee agrees, upon request, to execute an assignment to AID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with AID financed in whole or in part out of funds granted by AID under this Agreement.

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