

PROAG
APPLX

PROJECT AGREEMENT FUNDING

Project No.
615-11-190-100.1

Original

Agreement No.
100-1-1-010

Rev. No. _____

Annex

Sheet
2 of 2

U.S. CONTRIBUTION: U.S. Dollars

Appropriation Symbol
72-1101004

Allotment Symbol
054-50-615-00-59-01

Method of Implementation

Cost Component	Method of Implementation			Total
	Direct AID	PASA	Contract	
(a) Personnel Services ^{1/}			83,000	83,000
(b) Participants ^{2/}	6,000			6,000
(c) Commodities				
(d) Other Costs	1,500		4,000	5,500
(e) Total	7,500		87,000	94,500

GOVERNMENT OF KENYA CONTRIBUTION: Kenya Shillings = 7.1 = \$1.00

Method of Implementation

Cost Component	Method of Implementation				Total
	Direct GOE	Direct AID	PASA	Contract	
(a) Personnel Services	1,765,180				1,765,180
(b) Participants					
(c) Commodities					
(d) Other Costs	6,231,900				6,231,900
(e) Total	7,997,080				7,997,080

1/ P/O/T No. 615-100-3-00015 is to be signed simultaneously with this Project Agreement.

2/ P/O/P No. 615-100-1-00014 is to be signed simultaneously with this Project Agreement.

3/ Equivalent to U.S. \$1,126,630.

MISSING PAGE

NO. 372

PD-AAK-287-C1

3

AID 1990-1A 18-701 PRO AG CONTRIBUTION SHEET ANNEX	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. 615-11-190-100.1	PAGE 2 OF 4 PAGES
		2. Agreement No. 100.1-1-209	3. <input type="checkbox"/> Original or Revision No. 1
	AN AGENCY OF THE GOVERNMENT OF KENYA	3. Project/Activity Title RANGE DEVELOPMENT	

DETAILS OF U.S. and GOK CONTRIBUTIONS

Cost Component

<u>Method of Implementation</u>	<u>Previous Total</u>	<u>This Revision</u>		<u>Total to Date</u>
		<u>Increase</u>	<u>Decrease</u>	
<u>AID Financing: U.S. Dollars</u>				
<u>Personnel Services</u>	4,815	25,000		29,815
PASA Contract	(4,815)	(25,000)		(29,815)
<u>Participants</u>				
Direct AID Contract				
<u>Commodities</u>				
Direct AID Contract				
<u>Other Costs</u>	1,185			1,185
Direct AID Contract	(1,185)			(1,185)
<u>TOTAL</u>	6,000			31,000

GOK Financing: Kenya Shillings

<u>Personnel Services</u>			
<u>Commodities</u>			
<u>Other Costs</u>	6,300		6,300
<u>TOTAL</u>	6,300		6,300

<u>For the Contributing Government or Agency</u>		<u>For the Agency for International Development</u>	
SIGNATURE: _____	DATE: _____	SIGNATURE: _____	DATE: _____
TITLE: _____		TITLE: _____	

MISSING PAGE
NO. 22

PROAG STANDARD PROVISIONS ANNEX	PROJECT AGREEMENT BETWEEN AID AND	1. Project/Activity No. _____
	AN AGENCY OF THE GOVERNMENT OF	2. Agreement No. _____
		3. <input type="checkbox"/> Original or Revision No. _____

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to "this Project Agreement" shall mean the original Project Agreement as modified by any revisions which have entered into effect.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Annex A. The Cooperating Government Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Annex A, or as may subsequently be agreed upon by the two parties.

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

D. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement form AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently agreed

by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

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

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8(c) of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8(c).

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall 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 Project Agreement which is not used in accordance with the preceding sentence.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations he under 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 Project Agreement, the Cooperating Agency 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 Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income upon 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), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. 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 Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the Mission to the cooperating country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the cooperating country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account and to deposit therein currency of the cooperating country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the Special Account may be used only as agreed upon by AID and the Cooperating Agency, provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. The Cooperating Agency will make such arrangements as may be necessary so that funds intro-

duced into the cooperating country, by AID or any public or private agency for purposes of carrying out obligations of AID hereunder 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.

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

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and 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 Project 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 Project 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 Project 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.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency 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.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.

PO-ANK-287-01

(4)

**PROJECT AGREEMENT
BETWEEN AID AND**

1. Project No. **615-11-330-100**

1200 200 6 PAGES

**PROAG
CONTINUATION
SHEET**

2. Agreement No.

3. Original or
Revision No.

ANNEX

**AN AGENCY OF THE GOVERNMENT OF
Kenya**

3. Project/Activity Title

Range Development

Details of U. S. and GOK Contributions

AID FINANCING

COST COMPONENT	Previous		This Revision		Total To Date
	Total		Increase	Decrease	
Method of Implementation					
TOTAL			16,500		16,500
Personnel Services					
PASA			8,000		8,000
Contract			(8,000)		(8,000)
Participants					
Direct AID					
Contract					
Commodities					
Direct AID					
Contract					
Other Costs					
Direct AID			8,500		8,500
Contract			(8,500)		(8,500)

GOK FINANCING		1,640,000		1,640,000
Personnel Services				
Commodities				
Other Costs		3,650,000		3,650,000
TOTAL		7,490,000		7,490,000

1/ equivalent to 1,470,000

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

PROJECT AGREEMENT
BETWEEN AID AND1. Project/Activity No.
615- 11-190-100.1

PAGE 3 OF 8 PAGES

PROAG
CONTINUATION
SHEET2. Agreement No.
00.1-1-1103. Original or
Revision No. _____

ANNEX

AN AGENCY OF THE GOVERNMENT OF

3. Project/Activity Title

Range Development

I. Description of Project & Purposes

A. See Non-capital Project Paper of August 29, 1969 for full description.

B. Brief Description

This project is designed to assist the Government of Kenya to improve and develop the range land and potential range lands of the country so that these lands can support increased livestock, providing core meat and meat products for both the domestic economy, and for exports. The project assists in the development of the Range Management Division of the Ministry of Agriculture at national and provincial levels.

II. Relationship of Project Activities to Long-Term Goals and Objectives

The 1970-1974 Kenya Development Plan states, "The potential for further development of livestock production in Kenya is very promising. At present, the productivity of most types of livestock is very low and there is considerable scope for increasing it." The plan projects development expenditure on livestock of K E 11 million from 1969 to 1974.

The objective underlying the range development program is to convert traditional pastoralism into commercial livestock production. In the range areas, the available options for agricultural production are severely limited and development in these areas must depend primarily on increased livestock output. Roughly four-fifths of Kenya is considered too dry for reliable cultivation and is suitable only for livestock production. There is a pressing need to better utilize 80% of Kenya's land area and to increase meat production for local consumption and export.

III. U. S. Government Contribution

A. The U.S. Agency for International Development agrees to make available, during fiscal year 1971, funds to cover the following U.S. inputs into this project:

1. One National Range Management Advisor (Frank Abercrombie)
 - a. Duties
 1. To work with members of the Range Management Division of the Ministry of Agriculture.
 2. To advise and assist Provincial and District Range Officers in sound range policies and procedures.

Per the Cooperating Government or Agency

Per the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND

1. Project/Activity No.
615-11-190.100.1

PAGE 2 OF 2 PAGES

PROAG
CONTINUATION
SHEET

2. Agreement No.
100.1-1-110

Original or
Revision No. _____

3. Project/Activity Title

Range Development

ANNEX _____

AN AGENCY OF THE GOVERNMENT OF

3. To coordinate USAID range management activities and those involving FAO, IDA, SIDA, and other donors.
 4. To coordinate USAID range development activities with other Government of Kenya programs involving range water development, agricultural credit, cooperatives, group ranching and land adjudication.
 5. To supervise and assist the two USAID contract Range Management advisors.
2. Two Contract Range Management Advisors (Durdle and Voebel) Durdle will be stationed at the Provincial Agriculture Office in Nakuru. He will work in Rift Valley Province and in several districts of Eastern Province. Voebel will be stationed in the Provincial Agriculture Office in Mombasa. He will work in Coast Province and in several districts of Eastern Province.

a. Duties

1. To advise and assist the provincial and District Range Officers in sound range policies and procedures.
2. To assist the Provincial Range Officer in the preparation of ranch plans including range management, range development and livestock improvement.
3. To coordinate USAID range management programs with other programs through contact with FAO, IDA, SIDA, and other donors.
4. To assist in feasibility studies and projections of proposed range development.
5. To give on-the-job training to Kenyan counterparts in range planning and development.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

TITLE _____

TITLE _____

PROJECT AGREEMENT
BETWEEN AID AND

AN AGENCY OF THE GOVERNMENT OF

1. Project/Activity No.
615-11-190-100.1

PAGE 5 OF 6 PAGES

2. Agreement No.
100.1-1-1103. Original or
Revision No. _____

3. Project/Activity Title

Range Development

6. To organize formal training sessions for Provincial and District Range Officers.
7. To assist in training ranchers and livestock owners in farm training centers.
8. "Other Cost" support will be provided to the U.S. technicians provided under this ProAg. This includes allowances, international travel, local travel, per diem, and storage of effects. Housing and furnishings will be supplied to the U.S. Direct Hire technician.

IV. Government Of Kenya Contribution

A. The Government of Kenya agrees to provide funds to cover the following GOK inputs:

1. Housing and hard furnishings for the two USAID contract technicians stationed at Mombasa and Nakuru consistent with that offered to GOK employees of similar rank.
2. Suitable office space, secretarial and clerical services for USAID furnished technicians.
3. Responsible counterparts for the USAID technicians.
4. Local transportation in the field for USAID technicians when travelling in the interest of the GOK. This does not include travel allowances.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

TITLE _____

TITLE _____

**PROAG
STANDARD
PROVISIONS
ANNEX**

**PROJECT AGREEMENT
BETWEEN AID AND**

AN AGENCY OF THE GOVERNMENT OF

1. Project/Activity No.

615-11-190-1001

2. Agreement No.

100.1-1-110

3.

Original or Revision No _____

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to "this Project Agreement" shall mean the original Project Agreement as modified by any revisions which have entered into effect.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Annex A. The Cooperating Government Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Annex A, or as may subsequently be agreed upon by the two parties.

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

D. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement form AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently agreed

by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

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

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8(c) of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8(c).

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall 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 Project Agreement which is not used in accordance with the preceding sentence.

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 Project Agreement, the Cooperating Agency 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 Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income upon 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), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. 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 Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the Mission to the cooperating country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the cooperating country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account and to deposit therein currency of the cooperating country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the Special Account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. The Cooperating Agency will make such arrangements as may be necessary so that funds intro-

duced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder 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.

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

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and 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 Project 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 Project 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 Project 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.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency 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.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.

PD-AAA-287-EI

(5)

PROJECT AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Project/Activity No.	PAGE 2 OF 5 PAGES 2. <input type="checkbox"/> Original or Revised No.
	3. Agreement No.	
	2. Project/Activity Title	

DETAILS OF U.S. and GOK CONTRIBUTIONS

<u>Cost Component</u>	<u>Method of Implementation</u>	<u>Previous Total</u>	<u>This Revision</u>		<u>Total to Date</u>
			<u>Increase</u>	<u>Decrease</u>	
<u>AID Financing: U.S. Dollars</u>					
	<u>Personnel Services</u>		4,815		4,815
	PASA Contract		(4,815)		(4,815)
	<u>Participants</u>				
	Direct AID Contract				
	<u>Commodities</u>				
	Direct AID Contract				
	<u>Other Costs</u>		1,185		1,185
	Direct AID Contract		(1,185)		(1,185)
	<u>TOTAL</u>		6,000		6,000
<u>GOK Financing: Kenya Shillings</u>					
	<u>Personnel Services</u>				
	<u>Commodities</u>				
	<u>Other Costs</u>		Sh.6,300		Sh. 6,300
	<u>TOTAL</u>		Sh.6,300		Sh. 6,300

For the Competing Government Agency SIGNATURE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ TITLE: _____
---	--

PROJECT AGREEMENT

1. Project/Activity No.

PROAG
CONTINUATION
SHEET

2. Agreement No.

3. Original or
Revision No.

AN AGENCY OF THE GOVERNMENT OF
KENYA

3. Project/Activity Title

I. Purpose

This Project Agreement provides for an extension of the services of one Range Management Advisor (Mr. Wayne Durdle) from the originally scheduled April 10, 1972 termination of his tour to June 30, 1972. During this extension this Advisor will continue to perform duties as described under paragraph III. 2 of Project Agreement No. 100.1-1-110 dated June 17, 1971.

II. U.S. Government Contribution

The U.S. Agency for International Development agrees to make available funds to cover the services of one Range Management Advisor for the period April 10 through June 30, 1972.

III. Government of Kenya Contribution

The Government of Kenya agrees to provide for the following inputs during the period of this extension of one range management advisor:

- A. Housing and hard furnishings.
- B. Suitable office, space, secretarial services and clerical services.
- C. Local transportation in the field for the U.S. advisor when traveling in the interest of the GOK. This does not include travel allowances.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

TITLE _____

TITLE _____

PROAG
STANDARD
PROVISIONS
ANNEX

PROJECT AGREEMENT
BETWEEN AID AND

AN AGENCY OF THE GOVERNMENT OF

1. Project/Activity No. _____

2. Agreement No. _____

3. Original or Revision No. _____

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to "this Project Agreement" shall mean the original Project Agreement as modified by any revisions which have entered into effect.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Annex A. The Cooperating Government Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Annex A, or as may subsequently be agreed upon by the two parties.

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

D. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement form AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently agreed

by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

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

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8(c) of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8(c).

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall 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 Project Agreement which is not used in accordance with the preceding sentence.

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 Project Agreement, the Cooperating Agency 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 Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income upon 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), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. 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 Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the Mission to the cooperating country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the cooperating country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account and to deposit therein currency of the cooperating country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the Special Account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. The Cooperating Agency will make such arrangements as may be necessary so that funds intro-

duced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder 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.

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

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and 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 Project 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 Project 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 Project 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.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency 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.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.