

PD - AAY-195
2000

A.I.D. PROJECT NO. 278-0275

PROJECT
GRANT AGREEMENT
BETWEEN
THE HASHEMITE KINGDOM OF JORDAN
AND THE
UNITED STATES OF AMERICA
FOR
MARKETING OF BIRTH SPACING
PROJECT

DATE ~~AUG~~ 8, 1988

Loan and Grant Agreements

FM/LMD (if Loan)
FM/PAFD
FM/CAD
GC/ANE
ANE/Desk
ANE/TR Officer
ANE/PD Officer & File
✓ PPC/CDIE/DI

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Project Grant Agreement

Date: ^{AUG} 1988

Between

The Hashemite Kingdom of Jordan ("Grantee"), acting through the Ministry of Planning ("MOP")

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 Project. The Project, which is further described in Annex I, will consist of increasing the practice of birth spacing by widely disseminating information about birth spacing as a valuable maternal child health technology, and by improving the birth spacing services delivery capacity in both the public and private sector. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex I may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2 without formal amendment to this Agreement.

SECTION 2.2 Incremental Nature of Project Funding.

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial contribution of Two Million Five Hundred Thousand United States Dollars (\$2,500,000) being made available in accordance with Section 3.1 of this Agreement. Subsequent increments to make up the total expected A.I.D. contribution of US \$5,000,000 over the life of the project will be subject to availability of funds to A.I.D. for the 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 (PACD) 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. Over the life of the Project, A.I.D. is expected to contribute Five Million United States Dollars (U.S. \$5,000,000) subject to the availability of funds. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., 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 Million Five Hundred Thousand United States Dollars (\$2,500,000) ("Grant"). 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.

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) It is estimated that the total resources to be provided by the Grantee for the Project over the life of the Project will be approximately the equivalent of U.S. \$650,000, including costs borne on an "in-kind" basis.

SECTION 3.3 Project Assistance Completion Date

(a) The PACD, which is June 30, 1994, 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.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D., or any bank described in Section 7.1, no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursements, accompanied by necessary supporting documentation prescribed in Implementation Letters, were not received before the expiration of said period.

Article 4: Conditions Precedent to Disbursement

SECTION 4.1 First Disbursement. Prior to the first disbursement under the Grant, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Grantee, and that it constitutes a valid and legally binding obligation of the Grantee in accordance with all of its terms; and

(b) A statement of the name of the person holding or acting in the office of the Grantee specified in Section 8.2., and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 4.2 Additional Disbursement

Prior to disbursement for other than the technical assistance prime contract, the Grantee will except, as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D., evidence of the establishment of a Project Steering Committee to coordinate with the Project Office, USAID and the Prime Contractor in the implementation of the Project.

SECTION 4.3 Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4 Terminal Dates for Conditions Precedent.

If the conditions specified in Section 4.1 have not been within ninety (90) days of the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Grantee.

Article 5: Special Covenant

SECTION 5.1 Project Evaluation The Parties agree to establish an Evaluation Program as a part of this Project. Except as the Parties may otherwise agree in writing, the program will include, during the implementation of the Project:

(a) Evaluation of progress toward attainment of the objectives set forth in the Project Paper for the Project;

(b) Identification and evaluation of problem areas or constraints which may inhibit attainment of Project objectives;

(c) Assessment of how such information may be used to help overcome identified problems and constraints; and

(d) Evaluation, to the degree feasible, of the overall development impact of the Project through an end of Project impact evaluation.

SECTION 5.2 Operational Efficiency of the Project Office. The Parties agree to delegate sufficient authority to the Project Office to implement the Project activities for which the Project Office is responsible and to direct the day-to-day work of private sector and public sector organizations participating in the Project.

SECTION 5.3 Preservation of Normal Business Practices for Cooperating Commercial Firms.

The Parties agree to make every reasonable effort to assure that the cooperating commercial firms (distributors, manufactures, etc.) are allowed to operate utilizing standard business practices and procedures.

SECTION 5.4 Post-Training Staff Assignments.

Except as the Parties may otherwise agree writing, the Parties shall make every reasonable effort to assure that each person trained under this Project will return to positions where they can dispense birth-spacing services or further the objectives of the Project.

Article 6: Procurement Source.

SECTION 6.1 Foreign Exchange Costs. Disbursements pursuant to Section 7.1 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 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 6.2 Local Currency Costs. Disbursements pursuant to Section 7.2 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 Jordan ("Local Currency Costs").

Article 7: Disbursement.

SECTION 7.1 Disbursements for Foreign Exchange Costs.

(a) After satisfaction of Conditions Precedent, the Grantee may obtain disbursement 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:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (a) requests for reimbursement for such goods or services, or, (b) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (a) to one or more U.S. banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letter of Credit or otherwise, for such goods or services, or (b) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

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

SECTION 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of Conditions Precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. Dollars.

SECTION 7.3 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 7.4 Rate of Exchange. Except as may be more specifically provided under section 7.2, if funds provided under the Grant are introduced into Jordan 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 the currency of Jordan at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Jordan.

Article 8: Miscellaneous:

SECTION 8.1 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:

Mail Address: The Ministry of Planning
Amman, Jordan

To A.I.D.:

Mail Address: USAID/Amman
c/o U.S. Embassy
P.O. Box 354
Amman, Jordan

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 8.2 Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of the Minister of Planning, and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, each of whom, by written notice, may designate additional representatives for all purposes other than amending this Agreement.

The names 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 8.3 Annexes. A "Project Description" (Annex I) and a "Project Grant Standard Provisions Annex" (Annex II) are attached and form part of this Agreement.

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

THE HASHEMITE KINGDOM OF JORDAN

THE UNITED STATES OF AMERICA

BY: Taher H. Kanaan
Taher H. Kanaan

BY: Roscoe S. Suddarth
Roscoe S. Suddarth

TITLE: Minister of Planning

TITLE: Ambassador

BY: U. P. Reade

TITLE: Director, USAID

Annexes: As Stated

ANNEX 1

AMPLIFIED PROJECT DESCRIPTION

1. Project Objective

Recent research shows that general maternal/child health would significantly improve if children in Jordan were born after an interval of, at least, 24 months. However, married couples of reproductive age are not fully aware of the health risks of short birth intervals, or of the value of contraceptives for spacing births.

The Marketing of Birth Spacing Project is designed to promote the wide-spread adoption of improved birth spacing practices among Jordanian families by educating them in the health risks of short birth intervals. The Project will begin with training the Jordanian family's medical community (public and private sector physicians and clinicians, as well as pharmacists and their staffs) in modern birth spacing service techniques, and will develop a birth spacing product line to ensure that safe, high quality contraceptives are easily available and affordable. At this point, the Project will develop an informational campaign to educate the general population about birth spacing and related topics which affect the health of mothers and children in Jordan.

2. Project Components

The Project will support a variety of activities (1) to educate both the medical community and the general public in the health value of lengthening birth intervals, (2) to train physicians, pharmacists and clinicians so that birth spacing service delivery is widely available, and (3) to market birth spacing products that are safe and affordable. These activities will include:

- Research to determine the training needs of various sectors of the medical community, and market/consumer research to determine what birth spacing products are most appropriate to Jordanian families and the best marketing strategy to link these products with family health care.
- Training for the medical community to improve birth spacing service availability and delivery. Physicians and clinicians will be trained in post-partum counseling, methods of extending birth intervals (including breastfeeding and contraceptive use), contraceptive method differentiation, IUD insertion and other areas identified during the research phase. Pharmacists and their staffs will be briefed on the range of contraceptive methods and possible side effects.

- Information, education and communication (IE&C) materials developed under the Project for the medical community will reenforce the training and serve as reference material. For the general public, a series of pamphlets will discuss birth spacing and related topics affecting maternal and child health in Jordan.
- A product line of contraceptives will be developed and marketed by the Project. Since there are high quality, well established contraceptives already on the market in Jordan, the Project plans to negotiate agreements with the manufacturers and their local distributors to make their established products part of the Birth Spacing Project product line.
- Radio and television spots may be developed in a public service format to address maternal/child health issues.

3. Implementation Arrangements

A Marketing of Birth Spacing (MBS) Project Office will be established to implement the above activities, under the policy supervision of a Steering Committee. The Committee will be chaired by the Ministry of Health and include a representative from USAID/Jordan and a representative of non-governmental organizations involved in health care activities. Given the sensitive nature of birth spacing, and the introduction of research and marketing techniques which are new to Jordan, the Project will hire a U.S. institutional contractor to provide technical assistance to the MBS Office and train the staff in these new skills. A social marketing expert will serve as a resident advisor to the MBS Office and short-term consultants will be supplied on an as needed basis to support specific efforts/strategies/reports.

4. Financial Plan

The Project will be incrementally funded by A.I.D. up to \$5.0 million over the five year life of project. The A.I.D. funding will finance technical assistance and project office activities; the GOJ will provide \$650,000 in kind support in the form of salaries for MOH staff and trainees, and licensing and duty for the Project vehicle; the private sector will provide \$1,600,000 in contraceptives and in-kind support.

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TABLE 1

MARKETING OF BIRTH SPACING PROJECT

ILLUSTRATIVE BUDGET (\$000)

	<u>--Initial Year Funding--</u>			<u>-----Life-of-Project Funding-----</u>			
	<u>USAID</u>	<u>GOJ</u>	<u>TOTAL</u>	<u>USAID</u>	<u>GOJ</u>	<u>NGO*</u>	<u>TOTAL</u>
1. Technical Assistance	1,395	0	1,395	1,395	0	0	1,395
2. Training	155	50	205	300	200	0	500
3. Commodities	55	0	55	175	0	200	375
4. Project Office	<u>590</u>	50	640	<u>2,615</u>	450	1,400	4,465
- Information Campaign	200			862			
- Research	75			345			
- Office Administration	315			1,408			
5. Evaluation & Audit	110	0	110	200	0	0	200
6. Contingency	195	0	195	315	0	0	315
				<u>=====</u>	<u>=====</u>	<u>=====</u>	<u>=====</u>
				5,000	650	1,600*	7,250

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* This is an indicated level of support "in-kind" based upon discussions with non-governmental organizations.